

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

### B.1 1352.216-70 CONTRACT TYPE (MAR 2000)

This is a no-cost with options type contract for Services. It consists of a base period from 3/15/03 to 3/14/04 and (4) one-year options. There is a possibility that this contract will include a future fixed-price component that will provide tuition assistance funding to the contractor to offset a corresponding decrease in tuition for certain Government employees.

### B.2 The offeror shall manage and operate a child development center in accordance with the Statement of Work specified herein. The Child Care Contractor (Contractor) is not an employee or agent of the Federal Government. Parents (legal guardians) with children\* enrolled at the center shall contract directly with the Contractor.

The Contractor shall collect the weekly user fees as appropriate. User fees are payments to the Contractor by parents of the children using the center. They are intended to cover all costs associated with running the center, including the Contractor's staffing, food, supplies, overhead, required insurance, education supplies, offices supplies and other variable costs, and profit, if applicable.

The offeror shall submit a 5-year (term) operating budget plan detailing all projected costs associated with operating the center. A copy of the budget submission format is attached. The plan (format attached) shall include the weekly user fee to be charged per child necessary to meet the projected expenses. For evaluation purposes, the Contractor shall prepare budgets assuming both a 100 percent and an 80 percent occupancy rate. The plan shall identify increases in user fees for the 5-year term. The plan, however, shall be subject only to escalation of costs of such variables as salary increases, benefits, insurance, and food for the children. Increases shall not exceed the amounts subject to the Service Contract Act (Department of Labor wage determinations). For professional wages and/or wages not covered by the Service Contract Act, the Contractor shall project increases based upon anticipated costs, but not to exceed 5% per annum. These projections shall be fixed and will not be subject to additional escalation. Price adjustments to the user fees can be made only once annually, with prior written notice to the Government and parents. Other costs such as general/administrative costs, overhead and profit shall not be subject to escalation during the contract term.

**Availability of Funds.** It is the responsibility of the Contractor to ensure that sufficient fees are proposed and collected to cover costs incurred, including a reasonable profit. The Contractor shall bear any costs incurred by the Contractor in excess of collected fees.

\* Note: “**Children**” – Member of a household, age 12 or under, who have one of the following relationships with the employee: **1)** A biological child; **2)** An adopted child; **3)** A stepchild; **4)** A foster child; **5)** A child for whom a judicial determination of support has been obtained; or **6)** A child whose support comes from regular and substantial contributions of an employee who is a parent or legal guardian.

**CHILD CARE REQUEST FOR PROPOSAL**  
**Suitland Child Development Center**  
**FEE SCHEDULE FORMAT**

Identifying Information

Name: \_\_\_\_\_

Telephone \_\_\_\_\_

Contact Person \_\_\_\_\_

Proposed Fee Schedule:

1. Basic Monthly Fee includes at child care services 6:00 a.m. to 7:00 p.m. each workday, lunch and two snacks.

<u>Age Group</u>	<u>Number of Children</u>	<u>Fees Year 1</u>	<u>Fees Year 2</u>	<u>Fees Year 3</u>	<u>Fees Year 4</u>	<u>Fees Year 5</u>
3 to 12 Months						
13 to 24 Months						
25 to 36 Months						
37 to 48 Months						
Over 49 Months						

*Note: There will be no before/after care at the SFC facility*

INFANT FEES INCLUDE: \_\_\_\_\_ DIAPERS \_\_\_\_\_ FORMULA \_\_\_\_\_ BABY FOOD

2. Fee payment policy for family vacation, sick days and for termination of enrollment. (Use additional pages if necessary):
3. Special assessments from parents (include any registration fees, field trip assessments, summer program fees, etc.):

<u>Item</u>	<u>Description</u>	<u>Amount</u>
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**FEE SCHEDULE FORMAT**

A. Identifying Information:

Name:

Telephone:

Contact person:

B. Number of Children to be Served (capacity)

Infants	(3 to 12 Months)	15 Children
Toddlers	(13 to 30 Months)	18 Children
Two's	(31 to 48 Months)	15 Children
Preschool	(over 48 Months)	20 Children

INCOME

C. Project Revenue

<u>Item</u>	<u>Annual Income Year 1</u>	<u>Annual Income Year 2</u>	<u>Annual Income Year 3</u>	<u>Annual Income Year 4</u>	<u>Annual Income Year 5</u>
Parent Fees for Child Care					
Other Income (Specify)					
<u>Total Projected Income:</u>					

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**FEE SCHEDULE FORMAT**

EXPENSES

D. Project Expenses:

1. Direct Service and Support Expenses:

<u>Item</u>	<u>Annual Cost Year 1</u>	<u>Annual Cost Year 2</u>	<u>Annual Cost Year 3</u>	<u>Annual Cost Year 4</u>	<u>Annual Cost Year 5</u>
a. Direct Service Salaries					
Center Director					
Lead Teachers					
Teachers & Aides					
Substitutes					
Other (Specify)					
<u>Total Salaries:</u>					

- b. Fringe Benefits (Amounts paid by the Contractor for employee health insurance and other benefits). Include social security taxes, workman's compensation, etc.

Total Fringe:					
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- c. Contractual Fees (Expenses associated with the purchase of professional services such as legal services, program consultants, trainers, food catering, etc.) Break up costs by type of service:

Program Consultant					
Food Catering					
Legal/Financial					
Other (Specify)					

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**FEE SCHEDULE FORMAT**

Total Contractual Fees					
Total Direct Service Expenses					

2. Center Operational Expenses

<u>Item</u>	<u>Annual Cost Year 1</u>	<u>Annual Cost Year 2</u>	<u>Annual Cost Year 3</u>	<u>Annual Cost Year 4</u>	<u>Annual Cost Year 5</u>
Telephone (long distance only)					
Liability					
Program Supplies					
Equipment Replacement					
Office Supplies					
Food Costs					
Repairs/Equipment Maintenance					
Other (Specify)					
Total Operational Expenses					

3. Administrative Cost (Cost of personnel and activities not associated with direct service Delivery. Cost of record keeping, program planning, staff development, etc., that is not covered elsewhere in the proposal).

Total Administrative Costs:					
<b>Total Projected Annual Expenses:</b>					

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**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**CHILD DEVELOPMENT CENTER OPERATION**

**C.1 BACKGROUND**

The U.S. Bureau of Census established a child care center for the convenience of Federal employees, primarily those at the Suitland Federal Center (SFC), on July 18, 1988. The current center is located in a small satellite office building located about a mile from the SFC. The satellite office building is mainly used as a training center for the Census Bureau and has few staff permanently assigned to work in the building. The main Federal Government office compound (SFC) has five office buildings with over 5,000 employees.

A new facility, initially designed to accommodate 68 children is under construction and currently scheduled for completion and occupancy in the spring of 2003.

**C.2 SCOPE OF CONTRACT**

The Contractor shall operate the newly constructed child development center for approximately 68 children. The Contractor shall provide the necessary personnel, services, and material (except those specifically designated to be provided by the Government) to administer and operate the center in accordance with this Statement of Work.

**C.3 CHILD DEVELOPMENT CENTER OPERATION.**

The Government will provide all major equipment as specified in GSA's Child Care Center Design Guide (<http://hydra.gsa.gov/pbs/centers/child/pdf/childcare.pdf>). This includes appropriate permanent outdoor playground equipment.

The Government will provide space, heating, cooling, lighting, electricity, water, sewage and janitorial services. The Government will provide building repairs to the structure and/or plumbing fixtures.

The Contractor shall maintain, take reasonable care of, and account for the facility, all permanent fixtures within the Center, and any furniture and equipment provided by the Government. If any space, fixtures or equipment are used negligently, the Contractor shall be responsible for repairs or replacements.

The Contractor shall provide expendable, facility-related supplies such as dishwashing soap, laundry detergent and paper products. The Contractor shall provide expendable program materials such as paper, paints, pencils and crayons. The Contractor shall provide small-muscle toys and educational toys and supplies such as blocks and puzzles, children's books, musical equipment, cassettes, videotapes, and records. The Contractor shall provide office supplies and first aid supplies.

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All office supplies, educational supplies, expendable cleaning supplies and program materials will be the responsibility of the Contractor. The Contractor will be responsible for replacement of all toys, playthings, educational supplies and any other materials and/or equipment that would normally be found in a quality child development center, but may not be specifically listed as provided by the Government under this RFP. The Contractor shall not affix anything to the facility without the prior approval of the Contracting Officer's Technical Representative (COTR). The Contractor must arrange for the installation of any item through the COTR. Any item furnished by the Contractor, attached to the property in such a way as to become a permanent fixture shall be thereafter considered Government property.

The Government will provide an appropriate security system for the center.

The Contractor shall operate, manage, and provide oversight and accountability for all facets of the child development center operations. The Contractor shall ensure that the focus of the child development center is the development of the children's self-esteem and other appropriate development goals for each age group outlined in this contract. The Contractor shall ensure that the child development center programs meet the developmentally appropriate practices established by the National Association for Education of Young Children (NAEYC). During center operations, daily activity schedules and menus shall be posted in each classroom. The Contractor shall conduct a continuous quality control program to measure performance of staff and of the program itself. The Census Bureau and the appropriate State, County or Federal agencies will investigate all accusations of child abuse. The Child Development Center program should include, but is not limited to:

- a. Promoting the cognitive, social, emotional, and physical development of children;
- b. Promoting the positive self-esteem of children;
- c. Encouraging non-sexist, non-stereotyping attitudes;
- d. Encouraging parental involvement; and
- e. Supporting and respecting family cultures.

**C.3.1 OPERATING HOURS**

Minimum operating hours shall be from 6:00 a.m. to 7:00 p.m., Monday - Friday. The center is not required to be open weekends, Federal holidays, or when the Suitland Federal Center is officially closed for other reasons.

**C.3.2 CHILDREN'S AGE GROUPS**

The Contractor shall ensure that all personnel, supervision, food and other consumable supplies are provided for the operation of the child development center for the approximate number of children in the following age groups:

<u>Age Group</u>	<u>100 Percent Capacity</u>
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Infants	6 weeks to 18 months	21
Toddlers	18 to 24 months	12
2 & 3 yr olds	24 to 48 months	15
Preschool	over 48 months	20
<b>Total</b>		<b>68</b>

*Note: These numbers represent the anticipated capacity of the first phase of the SFC center. There is a possibility that the SFC center will be expanded soon after opening. Contractor shall propose a methodology by which future increases in center capacity will be reflected in the fee schedule.*

**C.3.3 ACCREDITATION AND LICENSING**

The Contractor shall ensure the child development center attains NAEYC accreditation within 18 months after contract award and thereafter maintains accreditation through the renewal process of the National Academy of Early Childhood Programs. The Contractor shall ensure the child development center conforms to all state and local licensing requirements, health, safety and facility standards.

**C.3.4 NUTRITION**

The Contractor shall provide in its proposal, a plan for providing children, other than infants, with a lunch and a morning and afternoon snack. All foods served must meet nutritional needs of the children as specified under the Child Care Component of the Child and Adult Care Food Program (7 CFR 226) as established by the U. S. Department of Agriculture. Food for infants will be provided by the parents. In preparation of this Nutrition Plan, Contractor shall address the following areas at a minimum:

- Meets USDA requirements;
- Length of menu rotation;
- Diversity of food;
- Hot or cold menu; and
- Promotion of cultural awareness.

**C.3.5 LIABILITY INSURANCE**

The Contractor shall provide and keep in force at its own cost and expense the following insurance coverage:

- a. The Contractor is required to comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$1,000,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.



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- b. Comprehensive General Liability Insurance including sexual and physical abuse coverage expressly covering the operations of the center for the mutual benefit of the Census Bureau and the Contractor with limits of not less than \$1,000,000 per occurrence and \$3,000,000 per aggregate in the event of bodily injury and death and property damage.
- c. Comprehensive automobile liability insurance including hired and non-hired auto with minimum liability of \$1,000,000 combined single limit. Such insurance shall cover the center when privately-owned vehicles are used for purposes of official business, such as picking up necessary supplies.
- d. General. All policies or certificates issued by the respective insurers shall provide that such policies or certificates shall not be canceled or materially changed without at least 30 days prior written notice to the COTR. The proposed policy shall be submitted to the COTR for approval. Evidence of such policies shall be deposited with the COTR together with the appropriate evidence of payment of the premium.
- e. Student accident coverage providing medical coverage for children enrolled at the center who are injured at the center, on an excess basis to their health insurance. \$20,000 medical expense; \$2,000 accidental death; \$1,000 dental limit and \$35,000 catastrophe limit.
- f. Contractor shall name the Bureau of Census as an additional insured on the commercial general liability insurance policy (see *b.* above). The Contractor shall provide the Government with a certificate of insurance evidencing the coverages and limits described above before commencing any work hereunder and a renewal certificate not more than ten (10) days after the expiration of the certificate it renews. This certificate must provide for thirty (30) days notice to the Government in the event of a material change or cancellation of such coverage, and Contractor shall notify the Government in the event of a material change or cancellation.

**C.4 ADMINISTRATION**

The Contractor shall administer admission policies of the center and maintain appropriate enrollment and attendance records as required by this contract and by law. The Contractor shall administer rules and regulations of the center, including but not limited to regulations for the following: drop off, pick up, medication, vacation, late pick up and center closings due to weather, emergency, etc. The Contractor shall set regulations for visitation, within the general rule that parents may visit their children at the center at any time during the day.

**C.4.1 ENROLLMENT/WAITING LIST**

- a. Federal law requires that child care centers in Federal buildings be utilized by at least 50% Government employees and dependents. The Contractor

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shall be responsible for developing, administering and maintaining a marketing plan to ensure compliance with this requirement.

- b. The Contractor shall maintain a waiting list of Federal employees (see item C.4.1.d. below for priority) who are interested in using the center. If there are no Federal employees on the waiting list, the Contractor shall be permitted to enroll applicants from the general public. Currently enrolled non-Federal clients will then be allowed to use the center at least until the next school year enrollment period. The Contractor shall notify the COTR prior to enrolling applicants from the general public.
- c. The Contractor shall submit to the COTR a quarterly status report that lists parental and emergency contact information as well as the number of children in the center by age group and whether the enrollees of the children are Census Bureau, Office of Naval Intelligence (ONI), National Oceanographic Administration (NOAA), other Federal Government, or general public employees.
- d. Eligibility For Childcare

Priority for enrollment of children for the center shall be as follows:

**First**, children of Census employees, NOAA employees and ONI employees (up to the number of slots allocated to each agency, per COTR) who are currently enrolled in the Suitland Child Development Center;

**Second**, siblings of Children of Census employees, NOAA employees and ONI employees (up to the number of slots allocated to each agency, per COTR) who are currently enrolled in the Suitland Child Development Center;

**Third**, children of Census employees, NOAA employees and ONI employees (up to the number of slots allocated to each agency, per COTR);

**Fourth**, children of Federal Employees located on the Suitland Federal Campus (other than Census, NOAA, and ONI);

**Fifth**, children of contract employees of BOC, NOAA, ONI, (unless the center is not meeting the Triple Amendment (40 U.S.C. 490b) which requires that at least 50% of the childcare center enrollment be comprised of children of Federally employed parents. If the center is in violation of the Triple Amendment, then children of Federal Employees from other locations are given priority over children of contract employees of Census, NOAA, and ONI);

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**Sixth**, children of Federal Employees from other locations;

**Seventh**, children of employees of the childcare Contractor;

**Eighth**, community children currently enrolled in the center;

**Ninth**, siblings of community children currently enrolled in the center; and

**Tenth**, children from the community.

**C.4.2 FACILITY UTILIZATION**

The Contractor shall use all reasonable efforts to achieve 100% enrollment of the Suitland Child Development Center. This includes advertising, marketing, direct mail, etc. When advertising or announcement refers directly to any Government agency, the Contractor agrees to secure written confirmation that agency has no objection to the proposed advertisement or announcement.

**C.4.3 PARENTAL COMMUNICATION**

The Contractor shall establish a parent advisory group and conduct regular meetings to provide briefings on Child Development Center activities and to secure parental feedback on Child Development Center performance. The meetings shall be chaired by the Child Development Center Director, and representatives from the Contractor and Government shall be invited to attend as observers. In addition, the Contractor shall conduct annual anonymous surveys of Child Development Center parents concerning the quality of services provided by the Contractor. These surveys shall also be provided to the COTR.

**C.4.4 STAFF/CHILD RATIOS AND GROUP SIZE**

The Contractor shall comply with Maryland State Regulations, cited under Reference Standards and Specifications, concerning staff/child ratios and group sizes. Throughout the contract period, the Contractor shall keep the Government informed of changes in Maryland State regulations concerning staff/child ratios and group size and ensure continuous compliance. The Contractor shall provide substitute staff to cover for absent regular employees in order to ensure compliance with staff/child ratio regulations. Substitute staff shall be pre-approved by the Contractor and shall meet the NAEYC qualification criteria.

**C.4.5 IN-SERVICE STAFF TRAINING PROGRAM**

The Contractor shall develop and provide to center staff in-service training. The training program shall include, but not be limited to, orientation, early childhood teaching skills, child abuse prevention, CPR, caring for children with blood pathogens such as HIV, and first aid. Documentation of training shall be maintained. All Contractor employees shall be required to work towards and meet continuing training goals as a condition of employment.

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**C.5 CHILD DEVELOPMENT CENTER OPERATING PLAN**

An Operating Plan shall be submitted by the Contractor with its proposal. Failure to operate the Center in accordance with the submitted plan may result in the termination of the Contractor's contract to operate the Center. The Contractor shall ensure that the Operating Plan is developed, maintained, updated, and includes the following:

- a. **Program Philosophy/Curriculum.** The Contractor shall submit a program design that demonstrates it will provide a caring and intellectually stimulating environment. The Contractor shall submit an educationally sound, broad-based curriculum designed to accommodate each age group; i.e. infants, toddlers, twos, and preschool children. The daily program for infants and toddlers must provide planned activity periods suitable to the ages and developmental level of the children, with ample opportunities for exercise and activity outside their cribs. The daily program for children over two years of age must be planned to provide meaningful experiences geared to the age and developmental level of the children and to meet the social, emotional, physical, and intellectual needs of each child, as well as those of the total group. The daily program for all age groups shall provide for both indoor and outdoor play, weather permitting. Each age group or class must have the written plan of activities and the daily schedule posted in a place accessible to the parents. The written plan must include varied activities that indicate both quiet and active periods, indoor and outdoor play, as well as meals, snacks, and nap periods.
- b. **Management and Staffing Plan.** The Management Plan shall address operation, administration, staffing, training enrollment policies, personnel policies and quality control.
- c. **Child Abuse and Neglect Prevention Plan.** The Contractor shall follow Code of Maryland Regulations (COMAR) .70, Child Protection, as a minimum in setting up the plan and staff training. Census Bureau and the appropriate State, County, or Federal agencies shall investigate all accusations of child abuse.
- d. **Emergency Evacuation Plan.** The Plan shall cover all emergency evacuation procedures. The plan shall be posted in the center. The Contractor shall conduct emergency evacuation drills as specified in Maryland State regulations.
- e. **Accessibility Program for Children with Special Needs Plan.** The Plan shall be in compliance with the Americans with Disabilities Act and include staff training sessions on specific topics that are relevant to working with all children with special needs. The Contractor shall also indicate all other sources that will be used to support children with special needs and their families. The Contractor is not responsible for structural accommodations or signage.

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- f. **Parent's Handbook.** The Contractor shall prepare a "Parent's Handbook". The Contractor shall ensure that changes to rules and regulations are added to the handbook.
- g. **Staff Handbook.** The Contractor shall prepare a staff handbook to address at least the following provisions:
- Leave Policy including Annual Leave, Sick Leave, Tardiness, and Emergency Absences
  - Dress Code
  - Benefits
  - Orientation Information
  - Hygiene Policy
  - Work Schedule
  - Internal Organizational Chart/Chain of Command
  - Lunch Policy/ Break Policy
  - Overtime
  - Holidays
  - Emergency Closing (Snow Policy)
  - Probationary Periods
  - Promotion, Merit Increase and Performance Evaluations
  - Disciplinary Actions
  - Payroll Procedures
  - Drug Policy (i.e. Drug Free Workplace)
  - Harassment
  - AIDS
  - Training
  - Grievances
  - Reporting Abuse
  - Confidentiality
  - Telephone Policy
  - First Aid/ CPR
  - Administering Medication
  - Workplace Visitors
  - Reporting Accidents
  - Field Trips
  - Fire Drills
- h. **Nutrition Plan.** The nutrition plan shall ensure compliance with USDA requirements for child care nutrition, as well as specify factors such as length of menu rotation, diversity of food, whether hot or cold menus are utilized, etc.
- i. **Transition Plan.** The Contractor shall provide a comprehensive plan to transition from the SHEP facility to the new SFC facility. This plan shall address all

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logistical, client-relations, employee retention, promotional, licensing, security, etc., considerations in moving the center into the Federal facility.

- j. **Communications Plan.** The Contractor shall develop and maintain a plan to market the centers. This plan shall consider the unique characteristics and marketing needs of the existing SHEP center, as well as those particular to starting a new center on a secure Federal facility.
- k. **Administrative Plan.** The Contractor shall address the following (at a minimum) in the Administrative Plan:
- Schedules for obtaining required licenses and insurance;
  - Plans for accreditation;
  - Standard operating procedures.
  - Organization's decision-making processes regarding policy issues;
  - Accounting system or method that will be employed to track costs, payments, salaries, etc.; and
  - Timetable for planning, staffing and licensing the SHEP Center immediately after contract award and the SFC Center using as an opening day target March 1, 2003.
- l. **Health and Safety Procedures.** The Operating Plan must describe policies and procedures for child health and safety. The written policies must include, but are not limited to: communicable disease control; first aid; fire and other emergencies; administering medication; transporting children; reporting suspected child abuse/neglect; reporting unusual incidents; release of children to adults other than their custodial parent; and method for daily check-in/check-out of children.

Emergency phone numbers for poison control, fire, and emergency medical care shall be posted by each telephone in the center.

All indoor and outdoor areas, including furnishings, equipment, and supplies shall be clean, safe, and free from hazards.

## C.6 STAFF REQUIREMENTS AND QUALIFICATIONS

### C.6.1 STAFF REQUIREMENTS

The Contractor shall establish and maintain procedures for selecting qualified staff to implement a program which meets State of Maryland child care staffing ratio requirements. At a minimum, staff qualifications shall meet NAEYC criteria. The Contractor shall provide to the COTR the qualifications of any proposed replacements for the Child Development Center Director for approval 15 (fifteen) days prior to the replacement being hired to work under this contract.

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The Contractor shall enforce appropriate staff disciplinary policies and shall implement a system of staff evaluation. The Contractor shall establish and maintain a quality employee benefits package to ensure a low staff turn-over. The Contractor shall staff all classrooms following ratio guidelines as set forth by the State of Maryland regulations. A minimum of 2 (two) care-givers shall be present in the center at all times when children are present. The Contractor shall perform background checks of all employees in accordance with Maryland State regulations. In addition, the Census Bureau will process additional background checks and fingerprinting free of charge to Contractor employees. The Contractor shall have background checks and fingerprinting charts of all prospective employees completed and processed prior to employment. Employees are to have two separate forms of identification (ID), one picture ID and one with signature.

- a. The Contractor shall not discriminate on the basis of sex, race, religion, color, national origin, age (except for minimum age requirements), or disability with respect to employment of staff. The Contractor shall obtain from all employees, verification of employment eligibility as required by Federal statutes and regulations and required by the Contractor.
- b. Applicants for all positions shall provide references. The Contractor shall check all references. The Child Development Center Contractor may use interns and/or volunteers in addition to staff. At a minimum, the intern and/or volunteers shall meet the NAEYC qualification required of an Aide. The interns and/or volunteers shall not be counted in the child/staff ratios. All Contractor employees are subject to Census background checks.

**C.6.2 STAFF QUALIFICATIONS**

All child development personnel, including the Director, employees, substitutes, and volunteers shall meet all personnel, health, and training requirements of the State of Maryland. All employees who work with the children shall have completed cardio-pulmonary resuscitation training that includes infant and child resuscitation.

The staff of the center shall meet the following minimum requirements.

**C.6.2.1 Director** - The Contractor shall provide a full-time, onsite, Center Director.

The Director shall have:

- a. A master's degree from an accredited college in early childhood education, child development, or a related field and one (1) year of experience in a Child Development Center; or
- b. A bachelor's degree from an accredited college in early childhood education, child development, or a related field and three (3) years full-time teaching experience with young children.

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**C.6.2.2 Teacher** - The teachers shall have:

- a. A bachelor's degree in early childhood education, child development, or a related field with a minimum of fifteen (15) hours in early childhood education courses; or
- b. A Child Development Associate credential and at least one (1) year of experience as a teacher or assistant teacher in a licensed child development facility.

**C.6.2.3 Assistant Teacher** - The Assistant Teachers shall have:

- a. Two (2) or more years of college and shall demonstrate, to the satisfaction of the Director, the skill and competence to work with children; or
- b. A high school diploma (or equivalent) and certificate in child development from an accredited vocational school and shall demonstrate, to the satisfaction of the Director, the skill and competence to work with children

**C.6.2.4 Educational Aide** - The Educational Aide shall have:

A high school diploma or equivalent.

**C.6.3 EMPLOYMENT PRACTICES**

Contractor performance will be evaluated among other criteria, upon the existence of and compliance with employment quality indicators. Quality indicators are the maintenance of salaries and benefits that will attract the highest quality personnel for the care of the children. A low annual staff turnover rate is one of the most important quality indicators. In addition, continual maintenance of staff qualifications in accordance with this contract is a quality indicator.

**C.7 GOVERNMENT FURNISHED PROPERTY**

**C.7.1 FACILITIES**

The Government will provide a facility designed for a Child Development Center, rent free. The Government will provide lighting, heating, cooling, electricity, and security systems without charge. General cleaning and sanitation of the Child Development Center shall be the responsibility of the Contractor, including immediate cleaning of spills, and sanitation of food service preparation areas and play areas. Routine janitorial cleaning services will be



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provided by the Government. The Contractor will not be charged rent or fees for these services.

Heating, cooling, lighting, electricity, water and sewage will be provided to the Contractor at no cost during regular center hours (6:00 a.m. to 7:00 p.m.). Two phones and three phone lines will be provided for local calls only. Long distance charges are the responsibility of the contractor.

If heating or cooling is required by the Contractor on an overtime basis beyond the above specified hours, it will be furnished only when requested 24 hours in advance. The Contractor will be required to reimburse the Census Bureau for these overtime utilities at the rate of \$50 per hour.

**C.7.2 EQUIPMENT**

The Government will initially supply equipment for the operation of the Child Development Center. This includes, but is not limited to: cots, cribs, high chairs, changing tables, tables and chairs, appliances (including refrigerators, microwave ovens and kitchen equipment), tricycles, wagons (suitable for transporting children), desks, chairs, telephones (including lines, hand sets, and service connection). The Contractor shall acknowledge receipt of all items of equipment and other Government property to the agency, in writing, and shall provide routine maintenance of said equipment during the term of this contract. The inventory shall be subject to periodic review and verification by the Government, along with an inventory to be conducted upon renewal or expiration of the contract. All such equipment provided by the Government shall remain property of the Government and shall not be removed from the premises. The Contractor is responsible for the replacement of all equipment, furnishings, toys and other item necessary for operations.

*Note: A detailed list of Government Furnished Property will be provided to the Contractor at contract award.*

**C.7.3 PLAYGROUND**

The Government will equip the playground area. Maintenance of the playground and equipment shall be provided for by the Government. Periodic safety inspections will be conducted by the Government.

**C.8 CONTRACTOR FURNISHED MATERIALS**

The Contractor shall furnish all labor, supplies, parts, and/or materials for acceptable performance of this contract in a timely manner. These include, but are not limited, to the following:

- (a) The Contractor shall provide lunch and two snacks every day to each child not restricted to formula, baby food, or other special diet. The Contractor may elect to provide breakfast at an additional cost.

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- (b) The Contractor shall pay the salaries of all child development personnel and shall pay for the background checks required by the State of Maryland.

**C.9 REFERENCE STANDARDS AND SPECIFICATIONS**

The Contractor shall operate the Child Development Center in accordance with:

- (1) Maryland State Child Care Regulations, Title 07, Subtitle 04 Child Care Administration, 07.04.02 Child Care center Licensing, under Chapter COMAR 07.04.02;
- (2) Maryland health regulations;
- (3) Requirements as stated in this contract;
- (4) Applicable Federal laws and regulations;
- (5) Americans with Disabilities Act (ADA). The Contractor must comply with the provisions of the ADA with regard to both staffing and enrollment of children. The Government has built a center to be wheel chair accessible. The Contractor shall notify the Government if there is any building structure that causes need for accommodation to the needs of handicapped staff or children.
- (6) U.S. Department of Agriculture, Food and Nutrition Service. The Contractor shall comply with guidelines on child care food programs, Requirements for Meals (7 Code of Federal Regulations, Chapter. 1, Section 226.20). The Contractor shall provide snacks (and meals if elected) in accordance with specifications for the Department of Agriculture child development food programs.

**C.10 FEDERAL PARTICIPATION REQUIREMENTS**

If any individual facility is providing child care services to children of whom at least 50 percent do not have one Federal parent, the Contractor at that facility will provide a business plan to the officer or agency that identifies how the child care facility will maximize the Federal enrollment to achieve at least 50 percent Federal children participation within a reasonable period of time. "Children" includes children of Federal employees, dependent children who live with the Federal employees and on-site Federal Contractor employees.

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**SECTION D - PACKAGING AND MARKING**

**D.1 1352.247-70 PACKING FOR DOMESTIC SHIPMENT (MAR 2000)**

Material shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification rules, or regulations of other carriers as applicable to the mode of transportation.

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**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1     Inspections**

The Government has the right to inspect all areas of the Contractor's performance called for by the contract, at all places and times during the term of the contract. The Government retains the right to inspect unannounced or scheduled, the operation of the child development center at any time. Additionally, the Government may perform inspections of any areas covered by Maryland licensing requirements. Inspections will be performed in a manner that will not unduly impact the Contractor's work performance. The Contractor shall be required to:

- (1) Maintain an inspection system acceptable to the Government covering the services to be performed under this contract;
- (2) Perform and document daily and monthly inspections;
- (3) Keep written inspection documentation on file during contract performance and for 6 (six) years after completion of the contract;
- (4) Make available the inspection records to the Government upon request; and
- (5) Correct all deficiencies without delay. Deficiencies that cannot be corrected immediately shall be documented in writing and corrected within 24 hours. The Contractor shall notify the Government in writing of any deficiency that cannot be corrected within 24 hours.

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**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 1352.215-70 PERIOD OF PERFORMANCE (MAR 2000)**

- a. The period of performance of this contract is from 03/15/03 through 03/14/04. If an option is exercised, the period of performance shall be extended through the end of that option period.
- b. The option periods that may be exercised are as follows:

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>
Option I	03/15/04	03/14/05
Option II	03/15/05	03/14/06
Option III	03/15/06	03/14/07
Option IV	03/15/07	03/14/08

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**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (MAR 2000)**

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

**G.2 1352.201-71 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (MAR 2000)**

- a. (To be designated at time of award) is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the Contract.

The COTR is located at:

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Phone Number: \_\_\_\_\_

- b. The responsibilities and limitations of the COTR are as follows:
- (1) The COTR is responsible for the technical aspects of the project and serves project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
  - (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for the COTR by naming such assistant(s) in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

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G.3 1352.245-70 GOVERNMENT FURNISHED PROPERTY (MAR 2000)

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause included in this contract:

*A detailed list of Government Furnished Property will be provided to the Contractor upon contract award.*

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**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1 1352.208-70 PRINTING (MAR 2000)**

Unless otherwise specified in this contract, the Contractor shall not engage in, or subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with performing under this contract. Provided, however, that performing a requirement under this contract involving the duplicating of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages not exceeding a maximum image size of 10 and  $\frac{3}{4}$  inches by 14 and  $\frac{1}{4}$  inches, will not be deemed printing.

**H.2 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (MAR 2000)**

- a. The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the Contracting Officer of Contracting Officer's Technical Representative in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement.
- b. The Contractor agrees that it will not disclose any information described in subsection a to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

**H.3 1352.209-73 COMPLIANCE WITH THE LAWS (MAR 2000)**

The Contractor shall comply with all applicable laws and rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees.

**H.4 1352.233-70 HARMLESS FROM LIABILITY (MAR 2000)**

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault,



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negligence, wrongful act or wrongful omission of the contractor, or any subcontractor, their employees, and agents.

**H.5 1352.237-73 KEY PERSONNEL (MAR 2000)**

- a. The Contractor shall assign to this contract the following Key Personnel:

Center Director

- b. The Contractor shall obtain the consent of the Contracting Officer prior to making Key Personnel substitutions. Replacements for Key Personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced specified.
- b. Requests for changes shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

**H.6 PERSONNEL SECURITY/SUITABILITY INVESTIGATION REQUIREMENTS**

All Census data collection programs are protected by Title 13 (T13), and subsequent amendments, of the United States Code. All contract personnel who will have access to a Bureau of the Census (BOC) site shall have a BOC-approved background investigation *prior to* being employed by the BOC. BOC-approved background investigations may include the Applicant Name Check, the National Agency Check and Inquiry (NACI), Special Agreement Check (OFI-86C) and/or other BOC-approved previous investigation(s).

Two (2) weeks prior to having access to any BOC site, the Contractor shall submit to the Contracting Officer two completed FD-258, "Fingerprint Cards," and the required BOC suitability investigation applications below:

SF-171, Application for Federal Employment, OF-612, Optional Application for Federal Employment, or Resume;  
OF-306, Declaration for Federal Employment;  
OFI-86C, Special Agreement Check or  
SF-85, Questionnaire for Non-Sensitive Positions; and

These requirements also pertain to project supervisors, management officials, and other contract personnel who plan to visit a Census Bureau site.

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Should the Contracting Officer receive an unsuitable report on any contract employee as a result of processing the required forms, or should an existing employee under this contract become unsuitable or unfit for assigned duties in this regard, the Contractor shall be advised by the Government that such employee cannot be assigned to work or continue to work under the contract. The Contractor shall immediately remove any such employee and begin the process to replace him/her with a suitable substitute.

Potential contract employees who have previously had their suitability determined may not need to submit forms, pending verification to the BOC by the prior Government agency or unless one (1) calendar year or more has elapsed since they last started work under a BOC or General Services Administration contract. These potential contract employees shall, however, submit in lieu of BOC required paperwork and *prior to BOC employment*, a statement on the agency's letterhead that they have a current suitability determination. In addition to being submitted on the respective agency's letterhead, the statement shall also list the following: Full Name, Social Security Number, Date of Birth, and a Point-of-Contact, *including* an up-to-date telephone number, contract number(s), and performance dates for contracts on which they have or are currently participating, which required such a determination.

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**PART II - CONTRACT CLAUSES**

**SECTION I - CONTRACT CLAUSES**

**I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.arnet.gov/far](http://www.arnet.gov/far)

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT, ALT. 1
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-12	JUNE 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	JAN 1997	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-5	AUG 2000	MATERIAL REQUIREMENTS
52.215-2	JUN 1999	AUDIT AND RECORDS—NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORM
52.217-8	NOV 1989	OPTION TO EXTEND SERVICES
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	OCT 2000	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUATED DAMAGES – SUBCONTRACTING PLAN
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS
52.222-3	AUG 1996	CONVICT LABOR
52.222-4	SEP 2000	CONTRACT WORK HOURS AND SAFETY STANDARDS
52.222-21	FEB 1991	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

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52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.223-5	APR 1998	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-3	APR 1998	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
52.230-4	AUG 1992	CONSISTENCY IN COST ACCOUNTING PRACTICES
52.230-5	APR 1998	COST ACCOUNTING STANDARDS – EDUCATIONAL INSTITUTION
52.230-6	NOV 1999	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-1	APR 1984	PAYMENTS
52.232-8	MAY 1997	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-11	APR 1984	EXTRAS
52.232-16	MAR 2000	PROGRESS PAYMENTS Alternate III (MAR 2000)
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	JUN 1997	PROMPT PAYMENT
52.232.33	MAY 1999	ELECTRONIC FUNDS TRANSFER—CENTRAL CONRACTOR REGISTRATION
52.232-34	MAY 1999	ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONRACTOR REGISTRATION
52.233-1	DEC 1998	DISPUTES Alternate I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES –FIXED PRICE Alternate I (APR 1984)
52.243-7	APR 1984	NOTIFICATION OF CHANGES

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52.245-1	APR 1984	PROPERTY RECORDS
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.249-2	SEP 1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2     52.215-21     REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION  
OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT  
1997)

- (a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--
  - (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
  - (ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--
    - (1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and
    - (2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.
- (B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items

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have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
  - (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
  - (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:
- (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
  - (2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

I.4 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES  
(MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee class	Monetary Wage	Fringe Benefits
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I.5 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER  
THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

- (a) Method of payment.
  - (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
  - (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
    - (i) Accept payment by check or some other mutually agreeable method of payment; or

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- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).
- (b) Mandatory submission of Contractor's EFT information.
  - (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by 04/10/0020. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).
  - (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
  - (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for



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suspension shall extend the due date for payment by the number of days of the suspension.

- (e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
  - (i) Making a correct payment;
  - (ii) Paying any prompt payment penalty due; and
  - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
  - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
  - (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

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- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.
- (j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.
  - (1) The contract number (or other procurement identification number).
  - (2) The Contractor's name and remittance address, as stated in the contract(s).
  - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
  - (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
  - (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
  - (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
  - (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

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**I.6 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Commerce Acquisition Regulation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**I.7 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

This contract is subject to the written approval of the Chief, Acquisition Division, U.S. Census Bureau, and shall not be binding until so approved.

**I.8 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

- (a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--
  - (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
  - (2) Rescind the contract with respect to which--
    - (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--
      - (A) Exchanging the information covered by such subsections for anything of value; or
      - (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
    - (ii) The head of the contracting activity has determined, based upon a preponderance of the

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evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

**I.9 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN  
FEDERAL TRANSACTIONS (DEVIATION NOV 1990) (JUN 1997)**

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee

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of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

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"Reasonable payment," as used this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

- (1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or

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cooperative agreement.

- (2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.
- (3) The prohibitions of the Act do not apply under the following conditions:
  - (i) Agency and legislative liaison by own employees.
    - (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
    - (B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
    - (C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:
      - (1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.
      - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an

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agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.



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- (2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal

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over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following sales activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter;

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities

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regarding the application or adoption of the  
person's products or services for an agency's  
use.

(c) Disclosure.

- (1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.
- (2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--
  - (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;  
or
  - (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
  - (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or received any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the

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Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

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**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

LIST OF ATTACHMENTS-STATEMENT OF WORK/SPECIFICATIONS  
THAT ARE HEREBY MADE A PART OF THIS SOLICITATION AND  
ANY RESULTANT CONTRACT

- J.1 Wage Determination No. 1994-2103, Revision No. 27, dated 8/22/02.  
(See <http://kirk.fedworld.gov/sca/sca/94-2103.txt>)
- J.2 Government Furnished Equipment (furnished at contract award)

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**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND  
OTHER STATEMENTS OF OFFERORS**

**K.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY  
REFERENCE (FEB 1998)**

This Solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of these provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

[www.arnet.gov](http://www.arnet.gov)

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS**

**(52.204-5) Women-Owned Business other than Small Business (May 1999)**

**K.2 (52.203-11) CERTIFICATION AND DISCLOSURE REGARDING  
PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR  
1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be

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paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

**(a) Definitions.**

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

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(d) Taxpayer Identification Number (TIN).

☐ TIN:\_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other\_\_\_\_\_.

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_



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**K.4 (52.209-5) Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Mar 1996)**

(a)(1) The offeror certifies, to the best of its knowledge and belief, that--

(i) The offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a

governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business Part, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the

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certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

**K.5 (52.215-6) PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance  
(Street Address, City,  
State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other  
than offeror or Respondent

(End of Provision)

**K.6 (52.222-22) PREVIOUS CONTRACTS AND COMPLIANCE REPORTS  
(FEB 1999)**

The offeror represents that--

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject the

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Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

**K.7 (52.222-25) AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that--

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

**K.8 (52.215-7) ANNUAL REPRESENTATIONS AND CERTIFICATIONS –  
NEGOTIATION (OCT 1997)**

The offeror has [check the appropriate block]:

☐ (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated \_\_\_\_\_ [insert date of signature on submission] that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows [insert changes that affect only this proposal; if "none," so state]:

☐ (b) Enclosed its annual representations and certifications.

(End of Provision)

**K.9 (52.219-1) SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)**

Small Business Program Representations (May 2001)

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(a)

- 1.The North American Industry Classification System (NAICS) code for this acquisition is 541519.
- 2.The small business size standard is \$18,000,000.
- 3.The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- 1.The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- 2.[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- 3.[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- 4.[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- 5.[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- 6.[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-
  - i.It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

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ii. It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

1. Means a small business concern-

i. Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

ii. The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(d) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

1. Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more

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veterans; and

- 2.The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- 1.That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- 2.Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- 1.If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- 2.Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
  - i.Be punished by imposition of fine, imprisonment, or both;
  - ii.Be subject to administrative remedies, including suspension and debarment; and
  - iii.Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

**K.10 52.203-2 CERTIFICATE OF INDEPENDENT PRICE  
DETERMINATION (APR 1985)**

(a) The offeror certifies that-

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor

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relating to-

- (i) Those prices;
- (ii) The intention to submit an offer, or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision  
\_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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(End of provision)

**K.11 CERTIFICATION**

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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**SECTION L - INSTRUCTIONS, CONDITIONS, AND**

**NOTICES TO OFFERORS**

**L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED  
BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)  
PROVISIONS**

NUMBER	TITLE	DATE
52.217-3	EVALUATION EXCLUSIVE OF OPTIONS	APR 1984
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

**L.2 TYPE OF CONTRACT**

The Government contemplates the award of a Firm-Fixed Price contract for this procurement. The Government may choose to implement, at its discretion, a tuition subsidy for its employees to offset a portion of the parent's costs. The Contractor would then be instructed to invoice the Government for a specific amount that would be equal to the amount of the subsidy, thereby reducing the effective tuition rate to those employees authorized by letter from the COTR to the Contractor.

**L.3 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE  
ACQUISITION (MAY 2001) Alternate I (OCT 1997)**

**(a) Definitions. As used in this provision--**

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

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"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) Submission, modification, revision, and withdrawal of proposals.
  - (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
  - (2) The first page of the proposal must show--
    - (i) The solicitation number;
    - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
    - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

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- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
  - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal proposals.
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
  - (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
    - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
    - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
    - (3) It is the only proposal received.
  - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
  - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

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- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
  - (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
  - (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
  - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
  - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
  - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

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- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets **[insert numbers or other identification of sheets]**; and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

- (f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

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- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
  - (i) The overall evaluated cost or price and technical rating of the successful offeror;
  - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
  - (iii) A summary of the rationale for award; and
  - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.4 52.237-1 SITE VISIT (APR 1984)

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Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

**L.5 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation or contract of any Commerce Acquisition Regulation provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**L.6 1352.252-71 REGULATORY NOTICE (MAR 2000)**

Offerors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

**L.7 1352.215-73 INQUIRIES (MAR 2000)**

Offerors must submit all questions concerning this solicitation in writing to the Contracting Officer. They must be received no later than fifteen calendar days after the date of this solicitation. All responses to the questions will be made in writing and included in an amendment to the solicitation.

**L.8 1352.233-71 SERVICE OF PROTESTS (MAR 2000)**

An agency protest may be filed with either (1) the Contracting Officer, or (2) at a level above the Contracting Officer, with the agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999) (Internet site: <http://oamweb.osc.doc.gov/conops/reflib/alp1296.htm> ) for the procedures for filing agency protests at the level above the Contracting Officer (with the Protest Decision Authority).

Agency protests filed with the Contracting Officer shall be sent to the following address:

U.S. Census Bureau  
Attn: Michael L. Palensky  
Room G-314, FB 3, Stop 1700

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Washington, DC 20233

If a protest is filed with either the Protest Decision Authority, or with the General Accounting Office (GAO), a complete copy of the protest (including all attachments) shall be served upon both the Contracting Officer and Contract Law Division of the Office of the General Counsel within one day of filing with the Protest Decision Authority or with GAO. Service upon the Contract Law Division shall be made, as follows:

U.S. Department of Commerce  
Office of the General Counsel  
Contract Law Division--Room 5893  
Herbert C. Hoover Building  
14th Street and Constitution Avenue, N.W.  
Washington, D.C. 20230.  
Attn: Mark Langstein, Esquire  
FAX: (202) 482-5858

**L.9 SUBMISSION OF PROPOSAL**

- (a) **MARKINGS:** It is important that the offer is sealed and the outer envelope or wrapping of the offer is addressed as follows:

Mailing Address:

U.S. Census Bureau  
Attn: Michael L. Palensky  
Room G-314, FB 3, Stop 1700  
Washington, DC 20233

Solicitation No.: 52-SOBC-2-66032

Date and Hour: November 14, 2002 at 2:00 p.m.

(NOTE: Failure to so mark the outer cover could be the cause of the offer being misdirected and received too late at the required destination as shown below.)

- (b) Offers shall be delivered to the office cited above and also cited in SF 33, block 7, or if hand-carried, offers must be delivered to the physical address below and contact must be made by the time and date specified in L.9 (a) above. Offers received at this destination after the time and date specified for receipt shall be considered late.

Physical address:

U.S. Census Bureau  
4700 Silver Hill Road



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Room G-314, FB 3  
Suitland, MD 20746  
Attn: Michael L. Palensky

**L.10 ACCEPTANCE OF PROPOSALS**

The Government reserves the right:

- (a) To consider as acceptable only those proposals submitted according to all technical requirements stated or referenced in this solicitation that demonstrate an understanding of the problems involved and the scope of the project.
- (b) To reject as unacceptable those proposals deleting or altering technical requirements that are considered by the Government within the state of the art or possible for attainment.
- (c) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
  - (1) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
  - (2) It is the only proposal received.
- (d) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (e) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (f) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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- (g) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.2155, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (h) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (i) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (j) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

**L.11 MINIMUM ACCEPTANCE PERIOD**

Offerors allowing fewer than 180 calendar days in the "offer" portion of Standard Form 33, entitled "Solicitation, Offer, and Award," for acceptance by the Government will be rejected as nonresponsive and unacceptable.

**L.12 FORMAL COMMUNICATION - REQUEST FOR CLARIFICATION OR QUESTIONS REGARDING THIS SOLICITATION**

- (a) Formal communications and specific requests for clarification(s) and/or information concerning this solicitation shall be submitted, in writing, to the Contracting Officer at the following address:

U.S. Census Bureau  
4700 Silver Hill Road  
Room G-314, FB 3, Stop 1700  
Washington, D.C. 20233  
Attn: Michael L. Palensky

- (b) All such requests shall be made in writing and submitted to the address above. Written inquiries will be answered in writing and provided to all offerors, if appropriate, and issued via an amendment to this solicitation. Offerors shall submit their written questions on a diskette and two (2) paper copies. Diskettes and hard copies shall be labeled "Questions and Clarifications" with the solicitation number. The files shall be submitted in MS Word.

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- (c) Any questions regarding this solicitation shall be received by the Contracting Officer within 15 calendar days from the issuance date of this solicitation in order to be considered for response.

**L.13 AMENDMENTS TO PROPOSAL**

Any changes to a proposal made by an offeror after its initial submittal shall be accomplished by replacement pages of a color different from the color of the original pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment at the bottom of the changed pages.

**L.14 ANTICIPATED AWARD DATE**

The anticipated contract award date for this solicitation is on or about March 6, 2003. The anticipated effective date of the contract will be the award date of the contract. The Government is not obligated to award the contract on this date.

Issue Solicitation: 10/11/02

Receive Written Proposals: 11/14/02

Evaluate Written Proposals: 12/05/02

Conduct Discussions: 12/13/02-01/09/02

Award Contract: 03/12/03

Services Begin Under Contract: 03/17/03

**L.15 WRITTEN PROPOSAL AND ORAL PRESENTATION INSTRUCTIONS**

- (a) A three-volume written proposal shall be submitted by offerors in accordance with Section L.15.1.
- (b) Offerors shall submit only the information required by this section. Marketing literature, marketing or product videos, catalogs, manuals, product literature, or other extraneous information, either electronic or hard copy, that is provided with the proposal will not be reviewed or utilized in the evaluation.

**L.15.1 WRITTEN PROPOSALS**

Offerors shall submit their written proposals in three volumes, as follows:

Volume I- Past Performance and Experience

Volume II- Technical Solution and Organizational Resources

Volume III- Price

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The written proposal, submitted as Volumes I, II, and III, will be evaluated based on the information presented. Therefore, organization, clarity, accuracy of information, relevance, and completeness are of prime importance.

**L.15.1.1 VOLUME I -- PAST PERFORMANCE AND EXPERIENCE**

*The contracts selected for submission by the offeror shall be those that can be validated by the Government via reference checks, utilization of other contacts, or any other available information.*

**L.15.1.1.1 PAST PERFORMANCE. (This section will be evaluated in accordance with paragraph M.2.3)**

Volume I shall identify up to three (3) contracts performed in the past three (3) years. Past Performance information shall be included for offeror-selected federal, state, local government, or commercial contracts. Contracts of similar work and complexity related to the Suitland Child Development Center Project are preferred. The offeror may include contracts on which the offeror has performed or is performing work, as a prime contractor or as a subcontractor. The Government reserves the right to contact the Government/commercial points of contact provided by the offeror, and any project officials and/or other persons who have been involved in any of the contracts listed by the offeror in its proposal. The Government also reserves the right to utilize any other information available in the evaluation of past performance. This applies to the offeror and any proposed subcontractor(s).

**Past Performance Matrix**

For each contract identified, offerors shall submit a Past Performance Matrix that meets the criteria in paragraph L.15.1.1.1. The offeror shall provide past performance information in accordance with the matrix content outlined below and using the template provided in Attachment L.1. Past performance contracts shall be listed in descending order of relevance to the Suitland Child Development Center Project, with the first being the most relevant.

**Matrix Content**

- (1) **Contract Identifier:** Assign a sequential ID number to the contract, beginning with the number one (1).
- (2) **Agency/Company:** Agency or company for which the work was performed and contract name (and project name, if applicable).
- (3) **Contract/Order Number:** Enter the contract number and, for contracts such as IDIQs where projects are issued by order, the order number under which the project was performed.

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- (4) **Contract/Order Period of Performance:** Indicate, by month and year, the start and completion (or “ongoing”) dates for the project contract or order. State original planned completion date and, if necessary, revised expected completion date.
- (5) **Contract/Order Type and Total Dollar Value:** Contracts/orders may be Cost Plus, Incentive, IDIQ, FFP, T&M, etc. Enter the original total dollar value of the contract and the current dollar value, if different. If an order, enter the dollar value received or to be received by the offeror or its subcontractor(s).
- (6) **Contract Modifications:** Enter the number of major modifications and the reason for each modification, including the dollar value of that major modification. Indicate whether the offeror or its subcontractor(s) operated over, at, or below budget. If over budget, provide explanation.
- (7) **Prime Contractor/Primary Performer:** Enter the prime Contractor and the company name, of either the offeror or proposed Subcontractor, that performed/is performing the major portion of work under this project. If same, enter only one name.
- (8) **Major Subcontractor(s):** Enter the major Subcontractor(s) assigned to the contract/order.
- (9) **Small Business Participation :** Enter past performance indicating the extent to which the offeror attained applicable goals for small business participation under contracts that required subcontracting plans.
- (10) **Brief Description of the Project:** Self-explanatory.
- (11) **Problems Encountered/Resolution:** Describe any problems encountered (including any that affected the timeliness or effectiveness of the product) and the resolution of the problems.
- (12) **Quality Awards or Quality Certifications Received:** Enter any quality awards and quality certifications received as a result of work performed for this project.
- (13) **Contracting Officer (CO) Name, Address, Voice Telephone Number, FAX Telephone Number, E-mail Address:** Self-explanatory.
- (14) **Administrative Contracting Officer (ACO) Name, Address, Voice Telephone Number, FAX Telephone Number, E-mail Address:** Self-explanatory.

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- (15) **Contracting Officer's Technical Representative (COTR) Name, Address, Voice Telephone Number, FAX Telephone Number, and E-Mail Address:** Identify the individual (e.g., Contracting Officer's Technical Representative (COTR) or Task Manager (TM)) for the project.
- (16) **End-User Point-of-Contact Name, Address, Voice Telephone Number, FAX Telephone, and E-Mail Address:** Identify a key end-user of the system and services provided under this project.
- (17) **Key Personnel Assigned to Project:** Self-explanatory.

*Attachment L.1 provides the matrix template. This template format may be modified as long as the matrix content and order of entries shown above are maintained. The sections of the template may be expanded to accommodate additional text.*

**L.15.1.1.2 EXPERIENCE. (This section will be evaluated in accordance with paragraph M.2.1)**

The offeror shall describe in sufficient detail, current and previous experience in child development operations as required by the statement of work (SOW). Include the number of facilities managed or operated, and the ages and number of children served. Provide five business references that have first hand knowledge of the offeror's ability to successfully perform the requirements of the SOW. Include names and phones numbers. Provide Project Descriptions

**Experience/Project Descriptions (This section will be evaluated in accordance with paragraph M.2.1)**

Project descriptions shall be submitted for three (3) projects relevant to the Suitland Child Development Center Project. Project descriptions shall elaborate on the following areas:

- (1) Scope of the project
- (2) Relevance of the project
- (3) Success of the project in quantitative and qualitative terms.
- (4) The technical approach and management methods used, and how they may be applied to the Suitland Child Development Center Project
- (5) Problems encountered and how they were resolved
- (6) If the contract is no longer active, why?

Project descriptions shall be limited to two (2) pages each and shall conform with instructions described in L.15.1.1.2. The Contractor shall note in Block 1 of the past

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performance matrix if a project description for the contract/project will be submitted in accordance with this section.

**L.15.1.2 VOLUME II - TECHNICAL SOLUTION AND ORGANIZATIONAL RESOURCES**

Volume II shall be no more than five **(5) pages long**. The following items are excluded from these page restrictions:

- SF 33
- Key Personnel Resume(s)
- Volume II, Section 4 - Representations and Certifications - Section K
- Operating Plan

**L.15.1.2.1 VOLUME II- SECTION 1: TECHNICAL SOLUTION**

The offeror shall provide a narrative plan to accomplish the work required under this solicitation. **(This section will be evaluated in accordance with paragraph M.2.2)**

**L.15.1.2.2 VOLUME II- SECTION 2: OPERATING PLAN**

The offeror shall submit its Operating Plan in accordance with Section C.5. **(This section will be evaluated in accordance with paragraph M.2.2)**

**L.15.1.2.3 VOLUME II – SECTION 3: ORGANIZATIONAL RESOURCES AND KEY PERSONNEL (This section will be evaluated in accordance with paragraph M.2.1)**

**(1) Organizational Resources.** The offeror shall describe its organizational resources available for this contract. The offeror shall provide the following information:

- A description of the organization of the offeror's Suitland Child Development Center Project Team, including a discussion of whether these employees will be on site for the duration contract, or will only be assigned to the project for a limited time. The offeror also shall discuss how it envisions an interactive, working relationship between Contractor and Government, as well as between Contractor and parents.

**(2) Key Personnel Resume(s)**

- The offeror shall provide resumes of key personnel who have been committed to performance on the Suitland Child Development Center Project. The Key Personnel, as designated by the offeror, are subject to the Key Personnel provisions of Section H.4.
- Each resume shall be limited to two pages.

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- In addition, the offeror shall provide a letter of commitment that states the amount of time, commencing from the date of award, the offeror intends to commit these Key Personnel in the service of the Suitland Child Development Center Project. The offeror shall insert this “Letter of Commitment” as the last page of Volume II, Section 1.

**L.15.1.2.4 VOLUME II – SECTION 4: REPRESENTATIONS AND CERTIFICATIONS – SECTION K**

**L.15.1.3 VOLUME III- PRICE (This volume will be evaluated in accordance with paragraph M.2.4)**

In order to aid the Government in evaluating the reasonableness and risk associated with the Offeror’s proposal, the Offeror shall complete the Pricing Tables provided in Section B, in order to be considered for award. The Contractor must offer prices for all categories specified in Section B. Offerors are advised that the Government does not anticipate adding cost categories after award; therefore, Offerors must submit complete pricing tables at time of submission of offers. All labor rates will be evaluated for price reasonableness. Price/cost evaluation is described in Section M. Offerors shall provide supporting documentation for each element of cost listed in Section B, in order that the Government can evaluate the reasonableness and realism of each cost proposal.

Offerors shall respond to the following financial questions as part of their cost submission:

- a. What are your payment policies regarding a child’s absence from the Center?
- b. What alternative payment schedules will you offer parents?
- c. What do you expect to pay for startup costs?
- d. What salaries and benefits do you provide for your staff?
- e. Does your organization have a profit or nonprofit tax structure?
- f. How is your organization managed? Board of Directors, Regional Manager, Owner/Operator, other. Explain.

**Offerors are encouraged to propose innovative strategies to keep fees affordable for the parents while maintaining a center on par with other high-quality child care facilities in the Washington, DC area.**

**L.15.2 WRITTEN PROPOSAL SUBMISSION INSTRUCTIONS**



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- (a) Offerors shall confine their submission to established page limitations prescribed. All pages, or any other material, in excess of the maximum number of pages stated will not be evaluated.
- (b) The offeror's written proposal shall be prepared on standard 8.5x11 inch pages in portrait orientation, except for information presented in tabular/graphic format and oral presentation charts; these exceptions may be prepared in landscape orientation. The proposal pages shall be numbered, printed on one side only, and bound along the left margin. Normally, each page shall have a one-inch margin at the top and the bottom and on each side. Exception to this rule is allowed to accommodate tables, special formats, etc. Page numbers, notations of proprietary material, and any other identifying information printed on each page may be included in the margin.
- (c) Text font shall be no smaller than 11 point; however, text included on figures and/or matrixes in the written proposal may be reduced to 8 point. Should the offerors require fold-out pages, one fold-out page shall not exceed either 8.5x22 inches or 17x11 inches, so that when folded, will be no larger than 8.5x11 inches.

**L.16 DISCUSSIONS**

- (a) The Government reserves the right to award without conducting discussions.
- (b) If discussions are necessary, this discussion period will allow the Government to clarify and discuss information provided in the written proposals, address any weaknesses and deficiencies, and gain additional information concerning the Offeror's proposal, as required.
- (c) The Government reserves the right to call for discussions, proposal clarifications, and or revisions at any time as may be determined to be in the Government's best interest and in accordance with the FAR.

**L.17 1352.242-71 POST-AWARD CONFERENCE (MAR 2000)**

A post-award conference with the successful offeror may be required. If required, it will be scheduled and held within five (5) days after the date of contract award. The conference will be held at:

U.S. Bureau of Census  
4700 Silver Hill Road, Rm G-314  
Suitland, Maryland 20746

- L.18** This acquisition is subject to the Service Contract Act of 1965, as amended. Wage Determination No. 1994-2103, revision No. 26, dated 5/29/2002 applies (See Section J, Attachment 2).

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*Attachment L.1*

*Past Performance and Experience Matrix*

<b>1. Contract Identifier</b>
<b>2. Agency/Company for Which the Work Was Performed</b> <b>Contract Name (and Project Name, if applicable)</b>
<b>3. Contract/Order No.</b>
<b>4. Contract/Order Period of Performance</b>
<b>5. Contract/Order Type</b> <b>Original Total Dollar Value</b> \$ <b>Revised Total Dollar Value (if different)</b> \$
<b>6. Contract Modifications</b>
<b>7. Prime Contractor/Primary Performer</b>
<b>8. Major Subcontractor(s)</b>
<b>9. Small Business Participation</b>

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**10. Brief Description of the Project**

**11. Problems Encountered/Resolution**

**12. Quality Awards or Quality Certifications Received:**

**13. Contracting Officer**

Name

Address

Voice Telephone Number

Fax Telephone Number

E-Mail Address

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**14. Administrative Contracting Officer**

Name

Address

Voice Telephone Number

Fax Telephone Number

E-Mail Address

**15. Contracting Officer's Technical Representative (COTR)**

Name

Address

Voice Telephone Number

Fax Telephone Number

E-Mail Address

**16. End-User Point-of-Contact**

Name

Address

Voice Telephone Number

Fax Telephone Number

E-Mail Address

**17. Key Personnel Assigned to Project**

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**SECTION M - EVALUATION FACTORS FOR AWARD**

**M.1 BASIS FOR AWARD**

The Bureau of the Census (BOC) source evaluation will be based on best value principles. Accordingly, award will be made to the responsible and technically acceptable Offeror whose proposal provides the greatest overall value to the Government. This will be determined by comparing the value of the differences in the technical skills of competing offers based on their strengths, weaknesses, and risks. User fees (Prices) submitted in Section B will be evaluated as a technical factor. The Government will evaluate each proposal to identify the proposal's strengths, weaknesses, risks and deficiencies using an adjectival rating scheme supported by written narratives. Proposals will be evaluated on a comparative basis among all offerors and each offeror will be given an ordinal rank. Implicit in this process is the subjective judgment of the Government evaluators and the Source Selection Authority (SSA). The SSA will select the successful proposal based on an integrated assessment of all the proposals received. When more than one proposal is received, the award will be made in accordance with the source selection procedures outlined in FAR Subpart 15.3, Source Selection, and the Source Selection Plan written specifically for this acquisition. Only one contract will be awarded under this solicitation, and the Government reserves the right to not award any contract if no proposal is considered in the best interests of the Government.

**M.2 EVALUATION/AWARD CRITERIA**

The technical evaluation panel will use the criteria set forth below to establish sources from a technical standpoint. They will perform an objective technical evaluation on each offeror's technical proposal based solely on the information furnished and not on previous knowledge or associations. However, information concerning past performance can be based on other sources not specified, including previous knowledge and associations. So that offerors will know which areas require emphasis in proposal preparation, **the Technical Evaluation Criteria are presented with their relative order of importance indicated in descending order.**

**M.2.1 CRITERION 1 – MANAGEMENT , STAFFING AND EXPERIENCE**

**a. Management Experience**

In order to ensure that the offeror has the ability to perform all required tasks while remaining responsive to the Government's needs and concerns in fulfilling those tasks, the offeror's experience in day-to-day administration and management of successful Government day care facilities will be evaluated. Each offeror will also be evaluated on:

- Experience working with GSA on Federal forms, requirements and center requests;

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- Experience working within a Federal system regarding leased space, marketing to federal employees and federal regulations;
- Experience working with multiple Federal agencies; and
- Experience with priority systems and waiting lists.

In addition, offeror's experience with the NAEYC accreditation process will be evaluated:

- Experience working with NAEYC, GSA and other agencies to meet requirements;
- Familiarity with NAEYC standards regarding curriculum, staff, and facility;
- Understanding of what NAEYC looks for in programmatic areas; and
- Experience in developing NAEYC approved curriculums.

b. Management Practices

The Offeror will be evaluated on the management practices, hiring approach, relationship of, and contact of, the management with the Center Director, employee benefits packages, approach to resolving parent concerns, policies on working with the parents, any quality assurance groups and any other practice which affect day care operations.

c. Staffing

The offeror will be evaluated for sufficient information that evidences an ability to select a Director and staff with suitable qualifications and stability. Description of duties; conditions of employment; training and support provided will be evaluated. Plans for staff retention and resumes of key personnel will be evaluated.

**M.2.2. CRITERION 2 - TECHNICAL SOLUTION & OPERATING PLAN**

The proposed technical solution, operating plan and possible visits to a child development center operated by the offeror will be used to assess the quality of the child development program. High quality early childhood programs meet the needs of and promote the physical, social, emotional and cognitive development of children involved in the program. The following aspects, not necessarily all-inclusive, of the proposed program will be evaluated:

- a. Interactions among staff and children, including the Center's philosophy and written policies for discipline and guidance.
- b. Statement of philosophy, including educational development, proposed curriculum, and criteria for moving children from one age group to another.
- c. Staff-parent interaction, including ongoing communications, parent involvement, and policy for parent visitations during working hours.
- d. Health and safety issues, including copies of health records and forms that are maintained, policy for dealing with sick children, and first aid training.
- e. Transition Plan
- f. Nutrition and food service plan, including the proposed use of any applicable food subsidy programs and visitations by nursing mothers.

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- g. Evaluation (Systemic assessment of the effectiveness of program in meeting goals for children and staff).
- h. Daily schedules for operation.
- i. Emergency procedures.
- j. Offeror shall provide a detailed description of how the Government provided space will be utilized.

**M.2.3 CRITERION 3 –CONTRACTOR’S PAST PERFORMANCE**

- (a) The Government is seeking to determine whether the offeror consistently delivers quality services in a timely manner. This factor will be evaluated on the basis of relevant past performance during the last five years, on contracts consistent in scope and complexity with the Suitland Child Development Center Project. The information presented in the offeror’s proposal, together with information from any other sources available to the Government will provide the input for evaluation of this factor.
- (b) If the offeror has no past performance instance that encompasses all areas defined in this solicitation, the offeror may show past performance through a combination of projects that together show that work has been accomplished that is consistent in scope and complexity with the Suitland Child Development Center Project. The past performance information may include the offeror’s record of standards of good workmanship, administrative aspects of contract performance, overall quality of assigned personnel, availability, stability, reasonable and cooperative behavior, commitment to and business-like concern for the interests of the customer, quality of overall program management approach, record of awards or performance recognition earned, and overall client satisfaction.
- (c) Past performance that is technically relevant to this requirement will be of more value than non-relevant past performance.
- (d) Offerors will be evaluated on examples of past performance wherein the experience of the offeror has contributed to the success of similar contracts.
- (e) Offerors will be evaluated on examples of past performance wherein the infrastructure and resources of the offeror contributed to the success of similar contracts.
- (f) Offerors will be evaluated with respect to cost control, quality of work, and compliance with performance schedules.

**M.2.4 CRITERION 4 –PRICE EVALUATION**

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The objective of the Census Bureau is to provide child development services at the least possible fee structure to patrons of the Center. This fee structure will not be the sole determinant of the successful offeror, although the proposed user fees between substantially equal technical proposals shall be a major factor in selection of a proposal for award. The Government reserves the right to make an award to an offeror, other than the offeror offering the lowest user fee schedule, if evaluation renders that offeror to be significantly superior from a technical standpoint so as to warrant premium user fees (i.e., the difference in price between the superior proposal and the low responsive proposal) for such superiority.

Negotiations will be conducted to the extent deemed necessary by the Government. However, offerors are cautioned to submit price on the most favorable basis since the Government reserves the right to make an award without negotiation or discussion. The Government reserves the right to reject all proposals.

**M.3 SITE VISITS**

The Government reserves the right to visit or contact other customer sites that the Offeror is currently supporting, or previous customers who have obtained similar services prior to award of the contract. Site visits may be required to verify information provided in Offerors' proposals. Site visits, if conducted, will be taken into consideration as part of the technical evaluation factors set forth above. The Government will use information obtained during site visits (if any) to validate information contained in Offeror proposals. If the Government avails itself of site visit(s), the proposed Center Director for the Suitland Child Development Center shall be in attendance.

**M.4 RATING SYSTEM**

Proposals will be evaluated on a comparative basis among all offerors and each offeror will be given an ordinal rank. Scoring will be supported by detailed narrative statements which indicates the strengths, weaknesses, the degree of worth and the significant risk associated with each proposal.